GoodData Data Act Addendum

Version 1.0

Last Updated: February 23, 2026

This Data Act Addendum ("**Addendum**") represents an addendum to GoodData Cloud Terms of Use ("**Agreement**") and is hereby incorporated into the Agreement. In the event of any conflict between this Addendum and any terms contained in the Agreement, the terms of this Addendum regarding rights and obligations of the parties under the Data Act shall control and supersede the terms set forth in the Agreement.

For the avoidance of doubt, this Addendum applies solely to the extent the Data Act is mandatorily applicable to the specific subject matters expressly covered herein. Nothing in this Addendum shall be construed as extending the applicability of the Data Act, or creating any obligations or rights thereunder, beyond those strictly required by applicable law.

Unless otherwise provided by applicable provisions of the Data Act this Addendum sets forth the entire agreement and understanding of the Parties relating to the subject matter contained herein and merges all prior discussions and agreements between them, and no Party shall be bound by any representation other than as expressly stated in this Addendum or a written amendment to this Addendum signed by authorized representatives of each of the Parties.

1. **Definitions.**

   All capitalized terms not otherwise defined herein shall have the meaning set forth in the GoodData Cloud Terms of Use.

   a. Data Act" means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act).

   b. "**Exportable Data**" means the input and output data, including metadata, directly or indirectly generated, or cogenerated, by the Company's or Customer's use of the Service, excluding any assets or data protected by intellectual property rights, or constituting a trade secret, of GoodData or third parties.

   c. "**Switching Process**" means the process of switching between providers of data processing services or an on-premises ICT infrastructure.

2. **Exceptions and Safeguards under the Data Act.**

   a. **Preview and Trials Exemption.** The obligations laid down in Chapter VI of the Data Act shall not apply to Previews and Trials.

   b. **Legitimate interest.** GoodData shall not use the Usage Data (or other Customer Data) in a manner that is significantly detrimental to the legitimate interests of the Company, including data containing commercially sensitive data or data protected by trade secrets or by intellectual property rights of the Company.

   c. **Interoperability Rights.** The provision set out in Section 4(d) of the Agreement does not affect Company's rights to switch between data processing services or data interoperability under the Data Act.

3. **Switching Process Procedure.**

   a. **Switching Process Initiation.** To initiate the Switching Process the Company must give GoodData written request of its intention to (i) to switch to a different provider of data processing services; in this case the Company should provide necessary details of the destination provider; or (ii) to switch to an on-premises ICT

infrastructure of the Company; or (iii) erase its Exportable Data, and where applicable digital assets within the meaning of Article 2(32) of the Data Act. Request for initiation of the Switching Process must be sent to GoodData in writing no later than 2 months prior to the start of the Switching Process ("**Notice Period**").

b. **Obligations during the Switching Process**. The Agreement remains applicable during the Switching Process. GoodData shall during the Switching Process, in accordance with Article 25(2) a) and b) of the Data Act, (i) provides reasonable assistance to the Company and third parties authorized by the Company in the Switching Process, (ii) acts with due care to maintain business continuity, and continues the provision of the functions or Services under the Agreement, (iii) provides clear information concerning known risks to continuity in the provision of the functions or Services on the part of GoodData, (iv) ensures that a high level of security is maintained throughout the Switching Process and (v) supports Company's exit strategy relevant to the Services, including by providing all relevant information. If the Company wishes to initiate the Switching Process only with regard to certain Services, Customer Data or Company's digital assets, it must specify that in the request.

c. **Switching Time Windows and IT Resources.** The Company may also indicate the time window(s) for switching (i.e. a period during which the Company intends to make its systems unavailable for the Users and no update occur so that the Customer Data are frozen and the Company may carry out the switching), and the additional IT resources required by the Company in such time windows. If GoodData cannot ensure such IT resources in the indicated time-windows, it should object no later than 3 working days of notice with due justification and propose several alternative "time-windows" to the Company ensuring while the maximum transitional period of 30 days to finish the Switching Process is respected. GoodData should confirm to the Company the receipt of the request to carry out Switching Process not later than 3 working days using the same way of communication as the one used by the Company.

d. **Extension of Transitional Period by GoodData.** When GoodData cannot respect the transitional period because this is not technically feasible, GoodData undertakes to (i) notify in writing including by adequate electronic means the Company within 14 working days after receiving the notice for switching (ii) indicate an alternative transitional period, which must not exceed seven 7 months from the date of the Company's request for the Switching Process, (iii) and give proper justification for the technical unfeasibility. The Company should then confirm the receipt of such extension notice 3 working days.

e. **Extension of Transitional Period by the Company.** Without prejudice to Clause 3.d of this Addendum, the Company may extend the transitional period (or the alternative transitional period as extended by GoodData) once for a period that the Company considers more appropriate for its own purposes by notice to GoodData, by giving GoodData written notice, not later than 10 days before the transitional period would otherwise expire stating the requested extension of the transitional period.

f. **Responsibilities of the Company.** The Company undertakes to take all reasonable measures to achieve effective Switching Process. The Company undertakes to be responsible for the import and implementation of Exportable Data and Company's digital assets in their own systems or in the systems of the destination provider. The Company or third parties authorized by the Company, including the destination provider, undertake to respect the intellectual property rights of any materials provided in the Switching Process by GoodData. The Company undertakes to provide access to and if necessary to sublicense the use of these materials to third parties or to the destination provider only insofar as necessary to complete the Switching Process until the end of the agreed transitional period, respecting at the same time the confidentiality commitments, as well as the intellectual property rights granted by GoodData.

g. **Unsuccessful Switching Process.** If the completion of the Switching Process is not successful, GoodData and Company must cooperate in good faith to identify and resolve the matter at hand to improve the Switching Process and achieve successful completion, enable a timely transfer of data and maintain

continuity of the Company's service where technically feasible and where it can be reasonably demanded by the Company.

h. **Switching Charges.** The charges to be paid by the Company for switching shall be confirmed by GoodData when the Company initiates the Switching Process. Such charges shall only apply where the Switching Process has been initiated prior to 12 January 2027 and shall be limited to the reasonable and demonstrable costs directly incurred in performing the switching process, including technical migration, administrative support, manpower, and other necessary activities that the Company cannot reasonably perform themselves. Where the switching period extends beyond the Company's paid term of the Agreement, prorated fees may apply as if the provision of Services continued for the duration of the switching period.

For avoidance of doubt, switching charges shall not exceed the costs directly linked to the Switching Process and shall comply with Article 29 of the Data Act.

i. **Transferable Data and Assets.** Categories of data and digital assets that can be transferred including at a minimum all Exportable Data and other elements in digital form, including applications, for which the Company has the right of use, independently from the contractual relationship with the data processing service it intends to switch from.

j. **Exempted Data and Assets.** Categories of data and digital assets specific to the internal functioning of GoodData's data processing service, with risk of a breach of the provider's trade secrets or protected by intellectual property of GoodData or third parties, which are exempted from switching, for example: Usage Data, internal system logs, source code and algorithms.

k. **Switching Tools and Procedures.** Information on procedures for switching and porting with the use of switching tools will be provided to the Company within 14 working days from the date on which GoodData receives the Switching Process request from the Company.

l. **Export and Transfer Time Estimate.** Estimate of the time needed to export and transfer the data and digital assets will be provided to the Company within 14 working days from the date on which GoodData receives the Switching Process request from the Company.

m. **Risks to Service Continuity.** GoodData will act with due care and use commercially reasonable efforts during the transitional period to provide Company with all known risks to continuity in the provision of the functions or services of GoodData.

n. **IT Resources for Switching.** IT resources which will be ensured by GoodData for an effective switching may include servers, CPU, memory, I/O capacity, and network bandwidth.

o. **Exportable Data Register.** The data registry below includes a list of all categories of Exportable Data and digital assets that can be ported during the Switching Process. Export endpoints/formats may vary by service plan and current documentation; where a listed method is unavailable, GoodData will provide a functionally equivalent export method that meets the Data Act requirements.

Product	Exportable Data	Data structure & Formats	Methods of Data Retrieval (for Company) and Data Transfer (for another provider / ICT)	Data that cannot be transferred	Known Limitations
GoodData Cloud	Metadata	json	REST API	None	None
	Data	CSV	REST API	None	None
GoodData Legacy Platform	Metadata	json	REST API	None	None
	Data	CSV	REST API	None	None

4. **Termination of the Agreement**

   a. **Specific Termination Events**. In addition to any other termination provisions set out in the Agreement, the parties agree and acknowledge that the Agreement may be terminated by the Company with effect from: (i) the day after the Company notifies GoodData of the completion of the Switching Process; or (ii) the end of the Notice Period, if the Company has requested GoodData to erase the Exportable Data and, where applicable, digital assets.

   b. **Termination Notification**. As soon as the Company notifies GoodData that the Switching Process has been successfully completed, GoodData undertakes to notify the Company immediately of the Agreement termination. If the Company does not want to switch but to erase their Exportable Data and digital assets, at the end of the Notice Period GoodData undertakes to notify the Company of the termination of the Agreement.

   c. **Retrieval Period**. The Company may retrieve data for a period of 30 days from expiry of the transitional period pursuant to Clause 3.c of the Addendum or alternative transitional period pursuant to Clause 3.d of the Addendum, if applicable ("**Retrieval Period**"). GoodData shall ensure full erasure of all Exportable Data and digital assets generated directly by the Company or directly relating to the Company after expiry of the Retrieval Period, provided that the Switching Process has been successfully completed.

5. **Early Termination Fee**

   a. **Consequences of Early Termination**. The Company acknowledges that pricing for the Services provided under the Agreement, which has been entered into for a fixed term, has been set in consideration of GoodData's upfront investments in infrastructure, onboarding, and capacity allocation, and on the basis that the pricing and other commercial conditions were determined in reliance on mutual performance for the entire term of the Agreement. Subsequently, if the Company exercises its rights under this Addendum to terminate the Agreement early, before expiry of the agreed upon fixed term, the Company must pay an early termination fee equal to the amount of the fees that the Company would have been obliged to pay to GoodData if the Agreement had not been terminated early under this Addendum ("**Early Termination Fee**"). The Company shall therefore receive no refunds of unused prepaid fees.

b. **Loss of Discounts upon Early Termination**. The Company shall not be entitled to any discounts for any fees corresponding to the Services where the Agreement is terminated early. Any discounts already applied to the current fees shall no longer apply and the Early Termination Fee will be the full non-discounted sum payable for the Services.

c. **Maturity of Early Termination Fee**. Early Termination Fee is immediately due and payable upon termination of the Agreement.

6. **Early Termination Fee**

a. **Jurisdiction of ICT infrastructure**. GoodData makes information about the deployment of ICT infrastructure and their relevant jurisdictions available as follows:

GoodData Cloud:

- Location of Data Centers is made available at GoodData Cloud Data Centers

- Relevant jurisdiction for all GoodData Cloud Data Centers: State of Washington, USA

  GoodData Legacy Platform:

- Location of Data Centers is made available at GoodData Legacy Platform Data Centers

- Relevant jurisdiction for GoodData Legacy Platform Data Centers located in the USA: State of New York, USA

- Relevant jurisdiction for GoodData Legacy Platform Data Centers located in EU, CA, UK and AU: State of Washington, USA

b. **Technical, organisational and contractual measures**. GoodData has adopted technical, organisational and contractual measures to prevent international governmental access to, or transfer of, non-personal data held in the Union where such access or transfer would conflict with Union law or the national law of a relevant Member State. These measures are described in the GoodData Data Processing Addendum, in particular its Annex II (Technical and Organisational Measures including Technical and Organisational Measures to Ensure the Security of the Data). The measures set out therein apply also in the context of the Data Act and t